

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION NINE

IN THE MATTER OF:	)	ADMINISTRATIVE ORDER ON
	)	CONSENT FOR REMOVAL ACTION
UNITED HECKATHORN NPL SITE)	
RICHMOND, CALIFORNIA)	
	)	U.S. EPA REGION NINE
	)	CERCLA DOCKET No. 93-12
THE SHERWIN WILLIAMS COMPANY)	
and	)	Proceeding Under Sections 104,
PRENTISS INCORPORATED,	)	106(a), 107 and 122 of the
	)	Comprehensive Environmental
	)	Removal, Compensation, and
Respondents.	)	Liability Act, as amended, 42
	)	U.S.C. Sections 9604, 9606(a),
	)	9607 and 9622.

I. JURISDICTION AND GENERAL PROVISIONS

This Order is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and the Respondents, The Sherwin Williams Company and Prentiss Incorporated. This Order provides for the performance of a removal action, as described below ("the removal"), at the United Heckathorn National Priorities List CERCLA Site ("United Heckathorn Site") located in Richmond, California.

This Administrative Order on Consent ("Order") is issued pursuant to the authority vested in the President of the United States by Section 104, 106(a), 107 and 122 of the Comprehensive Environmental Removal, Compensation, and Liability Act of 1980, 42 U.S.C Section 9604, 9606(a), 9607, and 9622, as amended ("CERCLA"), and delegated to the Administrator of the United States Environmental Protection Agency by Executive Order No. 12580, January 23, 1987, 52 Fed. Reg. 2983, and further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14-A and 14-14-C.

EPA has notified the State of California of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a).

Respondents' participation in this Order shall not constitute or be used or construed as an admission of liability or as an admission of EPA's findings or determinations contained in this Order, except in any proceeding to enforce the terms of this Order. EPA has been informed that Respondents deny the findings and determinations contained in the Order. Notwithstanding this position of the

Respondents, Respondents agree to comply with and be bound by the terms of this Order. Respondents further agree that they will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

This Order applies to and is binding upon EPA, and upon Respondents. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or non-compliance by one Respondent with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Respondents shall ensure that their contractors, subcontractors and representatives receive a copy of this Order and comply with this Order. Respondents shall be responsible for any noncompliance with this Order resulting from the act or failure to act of any Respondent or any agent of a Respondent or Respondents.

III. FINDINGS OF FACT

1. The United Heckathorn Site was listed on the National Priorities List (NPL) on March 14, 1990.

2. The United Heckathorn Site is located at Cutting Boulevard and South 4th Street in Richmond, California, and is adjacent to the Lauritzen Channel in Richmond Harbor in San Francisco Bay. United Heckathorn was a pesticide formulator operating from approximately 1947 to 1966. DDT was the major pesticide formulated at the Site. Under EPA Order 90-22, issued September 28, 1990, a large deposit (roughly 2,000 cubic yards) of concentrated DDT was removed from the shoreline and beneath the foundation of the former United Heckathorn facilities in October, 1990, and April, 1991, and have been removed from the site. At least two other areas of known high level pesticide contamination, one containing endrin and DDT, are present on other upland areas of the Site.

3. Levine-Fricke, the contractor for property owner Levin Enterprises, Inc., conducted an investigation to further delineate the two identified hotspots in 1993. The results are contained in the report "'Hot-Spot' Soil Investigation Report, United Heckathorn Site, Richmond, California," dated February 3, 1993. The investigation indicated higher levels of endrin contamination than previously known.

4. The site is currently occupied by the Levin Richmond Terminal and is an operating shipping terminal. One of the remaining soil contamination hot-spots, containing endrin and DDT, is next to the facility's operating train scale. Contamination surrounds and may also be underneath the train scale house. The other hot-spot, containing high levels of DDT, is close to the shoreline of the Lauritzen Channel.

5. A map showing the locations of the hot spots and contaminant concentrations is included in Attachment A.

6. The maximum endrin concentration, 5700 ppm is approximately 250 times the State of California's Extremely Hazardous Waste level (Cal. Code Reg. Title 22 § 66723). The "Extremely Hazardous" level is defined as the level, "which, if human exposure should occur, may likely result in death, disabling personal injury or serious illness caused by the substance... because of its quantity, concentration, or chemical characteristics" (Cal. Code Reg. Title 22 § 66060).

7. Potential impacts to the food chain exist due to the elevated concentrations of DDT in the second hot spot (maximum concentration 22,000 ppm), and its proximity to the shoreline. DDT is highly bioaccumulative, and the highest levels of DDT bioaccumulation reported by the California State Mussel Watch program occur in the waters immediately adjacent to the site.

8. R.J. Prentiss Company, a dissolved California Corporation and formerly wholly owned subsidiary of R.J. Prentiss of New York (subsequently renamed Prentiss Incorporated), owned and operated a DDT grinding and formulation facility on the upland portion of the United Heckathorn Site from 1947 through mid-1948. During this period, DDT was released to the environment as an inherent consequence of the DDT grinding and formulation operations conducted by R.J. Prentiss Company.

9. The Sherwin Williams Company owned approximately 750,000 pounds of technical grade DDT that was either ground or formulated by R.J. Prentiss Company at the Site.

IV. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, EPA has determined that:

1. The United Heckathorn Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. Section 9601(9).

2. The contaminants found at the Site, as identified in the Findings of Fact above, include "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14).

3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. Section 9601(21).

4. Each Respondent may be liable under Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a).

5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous

substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22).

6. The conditions present at the facility constitute an imminent and substantial endangerment to public health, welfare, or the environment. Factors that may be considered are set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), as amended, 40 C.F.R. Part 300.

7. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a).

8. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment, and are not inconsistent with the NCP or CERCLA.

V. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, and Determinations, it is hereby ordered and agreed that the Respondents shall comply with the following provisions, including but not limited to all attachments to this Order, and all documents incorporated by reference into this Order, and perform the following actions:

1. Designation of Contractor, Project Coordinator, and On-Scene Coordinator

Respondents shall perform the removal action required by this Order themselves or by retaining contractors to perform the removal action. Respondents shall notify EPA of the names and qualifications of any contractors or subcontractors retained to perform the removal action under this Order at least 2 calendar days prior to the commencement of such removal action. EPA retains the right to disapprove any, or all, of such contractors and/or subcontractors retained by Respondents. See also Section XIV.

Within 1 calendar day after the effective date of this Order, the Respondents shall designate a Project Coordinator(s) who shall be responsible for the administration of all the Respondents' actions required by the Order. The Project Coordinator shall be present at the Site or readily available during all Site work performed pursuant to this Order.

EPA has designated Richard Martyn of EPA Region IX's Emergency and Enforcement Removal Branch, as its On-Scene Coordinator (OSC). Respondents shall direct all submissions required by this Order to the OSC at U.S. EPA, Mail Code H-8-3, 75 Hawthorne Street, San Francisco, California 94105. Copies of all such submissions shall also be submitted to Andrew Lincoff, U.S. EPA, Mail Code H-6-3, 75

Hawthorne Street, San Francisco, California, 94105.

2. Work to Be Performed

Respondents shall perform the following removal action:

Between May 3, 1993 and May 7, 1993, the Respondents shall excavate the two hazardous substance "hotspots" identified and described (as the proposed soil excavation areas in Figures 2 and 3) in the attached Levine-Fricke letter to EPA dated February 18, 1993 (Attachment A), and shall perform sampling of the excavated areas to further characterize the nature and extent of the release. All activities conducted by Respondents to remove the soil hotspots shall be conducted in accordance with a work plan approved by EPA. The excavations shall be filled with clean soil. The excavated soil shall be transported offsite to a facility that meets the requirements set out in Section V.5 of this Order.

2.1 Work Plan and Implementation

Prior to the effective date of this Order, Respondents have submitted and EPA has approved a work plan for the performance of the removal action required by this Order. EPA reserves the right to require modifications to the work plan. Respondents shall notify EPA at least 48 hours prior to initiating the on-site work pursuant to the EPA-approved work plan. Respondents may only perform that work at the Site as set out in the work plan and in the manner established in the work plan and Health and Safety Plan.

2.2 Health and Safety Plan

Prior to the effective date of this Order, Respondents have submitted to EPA a Health and Safety Plan for the work required by this Order.

2.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to EPA direction, approval and guidance regarding sampling, quality assurance/quality control, data validation and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance.

Upon request by EPA, Respondents shall have such a laboratory analyze samples submitted by EPA for quality assurance monitoring. Respondents shall provide to EPA the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and or analyses related to work required by this Order.

Upon request by EPA, Respondents shall allow EPA or the owner of the property or their respective authorized representatives to take and/or duplicate samples collected by Respondents while performing work under this Order. EPA shall have the right to take any additional samples that it deems necessary.

2.4 Reporting

Within 30 days after the completion of all actions required under this Order, the Respondents shall submit to EPA for review and approval a final report summarizing the actions taken to comply with this Order. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of the total costs or a statement of the actual costs incurred in complying with the Order, a listing of quantities of material transported off-site, a listing of the ultimate destination of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action. The final report shall include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

3. Access to Property and Work Areas

Prior to the effective date of this Order, Respondents have obtained an access agreement with the owner of the property which is the subject of this Order. Respondents shall provide full access to all EPA employees or authorized representatives to all areas of the Site where the Respondents are conducting work required by this Order.

4. Record Retention, Documentation and Availability of Information

Respondents shall preserve all documents and information relating to work performed under this Order or relating to the hazardous substances found on or released from the Site, for ten years following the completion of the removal actions required by this Order. At the end of the ten year period and 30 days before any document or information is destroyed, Respondents shall notify EPA that such documents and information are available to EPA for EPA inspection and, upon request, Respondents shall provide the

originals or copies of such documents and information to EPA. In addition, Respondents shall provide documents and information retained under this Section at any time at the written request of EPA.

Respondents may assert a business confidentiality claim pursuant to 40 C.F.R. Section 2.203(b) with respect to part or all of any information submitted to EPA pursuant to this Order, provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. Section 9604(e)(7). If no such claim accompanies the information when it is received by EPA, EPA may make it available to the public without further notice to the Respondents.

5. Off-Site Shipments

All hazardous substances, pollutants or contaminants transported off-site pursuant to this Order for treatment, storage or disposal shall be treated, stored or disposed of at a facility in compliance, as determined by EPA, with Section 121(d)(3) of CERCLA, 42 U.S.C. Section 9621(d)(3).

6. Compliance with Other Laws

Respondents shall perform all actions required pursuant to this Order in accordance with all applicable local, state and federal laws and regulations, except as provided in CERCLA Section 121(e), 42 U.S.C. Section 9621(e) and 40 C.F.R. Section 300.415(i). In accordance with 40 C.F.R. Section 300.415(i), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

7. Emergency Removal and Notification of Releases

If any incident, or change in site conditions, regarding the actions conducted pursuant to this Order, causes or threatens to cause a release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action. The Respondents shall take these actions in accordance with all applicable provisions of this Order, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his unavailability, shall notify the Regional Duty Officer at (415) 744-2000 of the incident or Site conditions. If the Respondents fail to respond, EPA may respond to the release or endangerment.

In addition, in the event of any release of a hazardous substance

from the Site, Respondents shall immediately notify EPA's OSC at (415) 744-2288 and the National Removal Center at (800) 424-8802. Respondents shall submit a written report to EPA within seven days after such release setting forth the events that occurred and the measure taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, not in lieu of, reporting under CERCLA Section 103(c), 42 U.S.C. Section 9603(c), and Section 304 of the Emergency Planning and Community-Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.

VI. AUTHORITY OF THE EPA ON-SCENE COORDINATOR

EPA's OSC shall be responsible for overseeing the Respondents' implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

VII. FORCE MAJEURE

Respondents agree to perform all requirement under this Order within the time limits established under this Order, unless the performance is delayed by a force majeure. For purposes of this Order, a force majeure is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, that delays or prevents performance of any obligation under this Order despite Respondents best efforts to fulfill their obligations. Force majeure does not include financial inability to complete the work or increased cost of performance.

Respondents shall notify EPA orally within 24 hours after the event, and in writing within 2 calendar day after Respondents become or should have become aware of events which constitute a force majeure. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipate length of the delay; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of such measures. Respondents shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this section shall waive any claim of force majeure by the Respondents.

If EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by EPA. However, any extension shall be limited

to the time period allowed for performance of an action required under this Order and such an extension does not affect or in any way limit any legal requirements (under state, local or federal laws or regulations) related to the performance of that action which may have become effective during the period of delay. In addition, an extension granted by EPA under this Section shall not alter Respondents obligation to perform or complete other tasks required by this Order which are not directly affected by the force majeure.

VIII. STIPULATED AND STATUTORY PENALTIES

For each day, or portion thereof, that Respondents fail to perform, fully, any requirement of this Order or fail to perform in accordance with the schedule established in this Order, Respondents shall be liable for stipulated penalties in the amount of \$ 5,000 per day.

Upon receipt of written demand by EPA, Respondents shall make payment to EPA of the penalty amount demanded within thirty days following receipt of EPA demand for payment. Interest shall accrue as of the date the payment is due which is the date of the violation or act of non-compliance triggering the stipulated penalties.

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether EPA has notified Respondents of a violation or act of non-compliance. The payment of penalties shall not alter in any way Respondents' obligations to complete the performance of the work required under this Order.

Violation of any provision of this Order may subject Respondents to civil penalties of up to \$25,000 per violation per day, as provided in Section 106(b)(1), 42 U.S.C. Section 9606(b)(1). Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. Section 9607(c)(3). Should Respondents violate this Order or any portion thereof, EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. Section 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. Section 9606.

IX. RESERVATION OF RIGHTS

Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize the actual or threatened release of hazardous substances, pollutants or

contaminants, or hazardous or solid waste on, at or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking legal or equitable action as it deems necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law. EPA reserves the right to bring an action against Respondents under Section 107 of CERCLA, 42 U.S.C. Section 9607, for recovery of any removal costs incurred by the United States related to this Order or the Site.

X. OTHER CLAIMS

By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, or contractors in carrying out actions pursuant to this Order.

Except as expressly provided in Section XI. Covenant Not To Sue, nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to the Order, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Section 106(a) and 107(a) of CERCLA, 42 U.S.C. Section 9606(a) and (607(a)).

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. Section 9611(a)(2). The Respondents waive any claim to payment under Sections 106(b) and 111 and 112 of CERCLA, 42 U.S.C. Sections 9606(b), 9611 and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order.

No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. Section 9613(h).

XI. COVENANT NOT TO SUE

Except as otherwise specifically provided in this Order, upon issuance of EPA notice referred to in Section XV., in consideration of the work performed by Respondents in satisfying this Order, EPA covenants not to sue or to take administrative action against Respondents under Section 107(a) of CERCLA for removal costs incurred in connection with satisfaction of the requirements of this Order. This covenant not to sue does not include costs incurred by the United States in connection with this Order or any activity conducted by the United States pursuant to this Order. This covenant not to sue shall take effect upon the

issuance by EPA of the Notice of Completion as set out in Section XV. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Order. This covenant not to sue extends only to Respondents and does not extend to any other person.

XII. CONTRIBUTION PROTECTION

With regard to claims for contribution against Respondents for matters addressed in this Order, the Parties hereto agree that the Respondents are entitled to protection from contribution actions or claims to the extent provided by Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. Sections 96113(f)(2), 9622(h)(4). Nothing in this Order precludes the United States or Respondents from asserting any claims, causes of action or demands against any person not a party to this Order for indemnification, contribution, or cost recovery.

XIII. INDEMNIFICATION

Respondents agree to indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action: (A) arising from on account of, acts or omissions of Respondents, Respondents' officers, directors, employees, agents, contractors, subcontractors, successors or assigns, in carrying out actions pursuant to this Order; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondents, and any persons for performance of work on or relating to the Site, including claims on account of construction delays. In addition, Respondents agree to pay the United States all costs incurred by the United States, including litigation costs, arising from or on account of claims made against the United States based on any of the acts or omissions referred to in the preceding paragraph.

XIV. MODIFICATIONS

Modifications to any plan or schedule may be made in writing by the EPA OSC or at the EPA OSC's oral direction. Any such oral direction made by the OSC, shall be memorialized in writing within 1 calendar days. Any other requirements of the Order may be modified in writing by mutual agreement of the parties.

No informal advice, guidance, suggestion, or comment by EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve the Respondents of any obligation under this Order.

XV. NOTICE OF COMPLETION

When EPA determines, after EPA's review of the Final Report, that

all actions required by this Order have been completed and fully performed, with the exceptions of any continuing obligations established by this Order, EPA will provide a Notice of Completion to the Respondents. If EPA determines that actions have not been completed in accordance with this Order, EPA will notify the Respondents of the deficiencies and require that the Respondents undertake action to correct the deficiencies.

XVI. SEVERABILITY

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court's order.

XVII. EFFECTIVE DATE

This Order shall be effective on the day it is signed by the duly authorized representative of the United States Environmental Protection Agency.

The undersigned representatives of the Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represent to this document.

Agreed this _____ day of _____, 1993.

By: _____

Title: _____

The Sherwin Williams Company

Agreed this _____ day of _____, 1993.

By: _____

Title: _____

R.J. Prentiss Drug and Chemical Company

It is so ORDERED and Agreed this twenty-ninth day of April, 1993.

By:  Date: 4/29/93

Title: Director, Hazardous Waste Management Division

United States Environmental Protection Agency, Region IX

The undersigned representatives of the Respondents certify that they are duly authorized to enter into the terms and conditions of this contract and to bind the parties they represent by this document.

Agreed this 28th day of APRIL, 1993.

By: Louis E. Proctor
 Title: VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY
 the Sherwin Williams Company

Agreed this _____ day of _____, 1993.

By: _____
 Title: _____
 E.S. Frontline Drug and Chemical Company

It is so ORDERED and agreed this _____ day of _____, 1993.

By: _____ Date: _____
 Title: _____
 United States Environmental Protection Agency, Region IX

The undersigned representatives of the Respondents certify that they are fully authorized to enter into the terms and conditions of this order and to bind the parties they represent to this document.

Agreed this _____ day of _____, 1993.

By: _____

Title: _____

The Sherwin Williams Company

Agreed this 29 day of APRIL, 1993.

By: Richard A. Winter

Title: President

Prentiss, Inc.

It is so ORDERED and Agreed this _____ day of _____, 1993.

By: _____ Date: _____

Title: _____

United States Environmental Protection Agency, Region IX

Administrative Record Index

Administrative Order on Consent for Removal Action U.S. Environmental Protection Agency Region 9 Docket No. 93-12

1. Levine-Fricke, "Remedial Investigation, United Heckathorn Site, Richmond, California," May 17, 1990.
2. Levine-Fricke, "Hot-Spot Soil Investigation Report, United Heckathorn Site, Richmond, California," February 3, 1993.
3. EPA Region 9, Andrew Lincoff, Removal Action Memorandum, April 27, 1993.
4. Levine-Fricke, "Workplan for Excavation and Off-site Disposal of Additional "Hot-Spot" Soils from the United Heckathorn Site, Richmond, California," February 18, 1993.
5. Robson, Mark E., "Workplan for Excavation and Off-site Disposal of Endrin & DDT "Hot-Spot" Soils from the United Heckathorn Site, Richmond, CA," April 27, 1993.
6. Sherwin Williams, "Health and Safety Plan, Removal Activities, United Heckathorn Site, Richmond, California," April 23, 1993.
7. Robson, Mark E., letter revising United Heckathorn Health and Safety Plan, April 27, 1993.
8. EPA Region 9, John Lyons, letter to Jim Farah, City of Richmond regarding removals, March 15, 1993.
9. EPA Region 9, John Lyons, letter to attorneys for respondents approving workplan, April 27, 1993.
10. EPA Region 9, John Lyons, letter to attorneys for respondents regarding removal activities, April 2, 1993.
11. EPA Region 9, Jerry Clifford, CERCLA general notice letter to Prentiss, May 17, 1991.
12. EPA Region 9, Jerry Clifford, CERCLA general notice letter to Sherwin Williams, May 17, 1991.
13. EPA Region 9, United Heckathorn Fact Sheet #4, "Removal of Pesticide Contaminated Soil Begins in Richmond," March, 1993.
14. EPA Region 9, United Heckathorn Fact Sheet #5, "Additional Investigation and Removal of Pesticide Contaminated Soil at Richmond Site," April, 1993.



LEVINE•FRICKE

ENGINEERS, HYDROGEOLOGISTS & APPLIED SCIENTISTS

February 18, 1993

LF 1530.03

Mr. John J. Lyons
Assistant Regional Counsel
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, California 94105

Subject: Work Plan for Excavation and Off-Site Disposal of
Additional "Hot-Spot" Soils from the United
Heckathorn Site, Richmond, California

Dear John:

This letter presents Levine-Fricke's work plan for the excavation and removal of soil from the United Heckathorn Site ("the Site"). We have prepared this work plan on behalf of Levin Enterprises and Levin Richmond Terminal Corporation (collectively referred to as Levin), in cooperation with Montrose Chemical Corporation, Rhone-Poulenc Basic Chemicals Company, Shell Oil Company, Parr-Richmond Terminal Company, and Wilmington Securities.

The following discussion presents background information and describes the proposed procedures for excavating and removing the soil from the Site.

Background Information

During December 1992 and January 1992, Levine-Fricke completed a pre-excavation soil sampling investigation in two areas of the site where previous soil sampling data indicated the presence of chlorinated pesticide concentrations greater than 1,000 parts per million. These two areas are located as follows:

- in the vicinity of the existing train scale ("the train scale area")
- in an area near the northwestern corner of the former United Heckathorn building

The approximate locations of these two "hot-spot" areas are shown in Figure 1.

1530/LRTCDIRT.WP:WLK

1900 Powell Street, 12th Floor
Emeryville, California 94608
(510) 652-4500
Fax (510) 652-2246

Other offices in Irvine, CA; Sacramento/Roseville, CA; Tallahassee, FL; Honolulu, HI

LEVINE·FRICKE

The sampling procedures and results of the above field work are described in the report entitled "Hot-spot Soil Investigation Report, United Heckathorn Site, Richmond, California" (Levine·Fricke, February 3, 1993). Figures 2 and 3 show the chemical analysis results from the soil investigation. The principal pesticides detected in the soil are DDT, DDD, DDE, dieldrin, and aldrin, ranging from concentrations less than 1 ppm to a few thousand ppm. At both of the sampled areas, pesticide concentrations greater than 1,000 ppm were detected over very localized areas.

Based on the available data, approximately 100 to 300 cubic yards of soil needs to be excavated from the train scale area, and 25 to 50 cubic yards needs to be excavated from the former United Heckathorn building area to meet the proposed interim cleanup goal of 1,000 ppm.

Figure 2 shows the proposed excavation boundaries at the train scale area. As shown in Figure 2, soil will be excavated on the northern and southern sides of the existing scale house. The excavation depth in both areas will be approximately 8 feet. Soil samples will be collected from the excavation sidewalls closest to the scale house to evaluate the need for possible additional excavation of soils from below this structure. If these samples contain pesticide concentrations greater than 1,000 ppm, then the building will be temporarily relocated so that the underlying soil can be removed. Before backfilling the excavation(s), one sample will be collected and analyzed from the floor and each sidewall of the pit(s), to evaluate residual pesticide concentrations, and the need for possible additional soil removal.

The hot-spot areas near the former United Heckathorn building will be excavated to depths of approximately 2 to 4 feet. Samples also will be collected from the bottom of these shallow pits to evaluate residual pesticide concentrations, and the need for possible additional excavation.

Excavation, Loading, and Transportation Procedures

Conventional earthmoving equipment (e.g., backhoes and front-end loaders) will be used to excavate and load the soil into end-dump and/or transfer dump trucks. Water will be used for dust control, and will be sprayed from a water truck, as necessary to wet down the surrounding work area.

Vehicles used for off-site transportation of the soils will be appropriately registered with the California Department of Toxic Substances Control and the California Department of Transportation. Truck trailers will be pre-weighed and lined with plastic liners before loading soils. All equipment used in the project will be decontaminated before removal from the Site. Any waste generated during the decontamination of equipment will be handled, stored, and disposed of in accordance with all applicable laws.

After loading, the trailers will be covered with additional plastic sheeting and tarpaulins. Before leaving the Site, the wheels of the trucks will be brushed off to remove dust. Trailers will be checked for proper placarding, load limits, trailer hitch connections, and lift-gate locks. All loads will be appropriately manifested before leaving the Site.

The excavated soil will be transported to a permitted hazardous waste land disposal facility, in accordance with Section 121(d)(3) of CERCLA. EPA will be notified of the proposed land disposal facility at least 14 days prior to commencement of the soil removal activities.

Truck drivers will be directed to travel to and from Interstate Highway 580 via Wright Avenue and Fourth Street, to avoid driving through the nearby residential neighborhoods.

Site Safety Requirements

Formal exclusion zones will be established around the excavation areas and a decontamination zone will be set up at the start of the removal activity. Stanchions, safety cones, and caution tape will be used to mark these areas. Access to the exclusion zone will be limited to authorized individuals.

The minimum acceptable safety procedures for transferring the soil to dump trucks for off-site disposal are in Levine·Fricke's Site Health and Safety Plan (November 6, 1989) and Addendum 2 to the Health and Safety Plan (May 14, 1990). Addendum 2 specifies the action levels and personal protection equipment requirements for personnel excavating and loading the soil. All personnel will observe Level C respiratory protection when working within the exclusion zone, and will be trained in accordance with the requirements specified within 40 C.F.R. 1910.120.

Proposed Project Schedule

Excavation and removal of the soil is expected to require approximately 2 to 4 days to complete. We will notify John Lyons of the EPA office of Regional Counsel, or another representative specified by EPA, in writing, at least 48 hours before the proposed activities commence. A summary report describing the removal actions will be submitted to EPA within 21 days following completion of the removal activities.

We look forward to EPA's review and approval of this work plan. If you have any questions regarding the removal activities proposed herein, please contact me or Keith Howard at Cooper, White & Cooper.

Sincerely,

**ORIGINAL
signed by:**

Alan L. Leavitt, P.E.
Senior Associate Engineer

cc: Brad Shipley, (H-8-3), EPA
Andy Lincoff (H-8-6), EPA
Keith Howard, CW&C

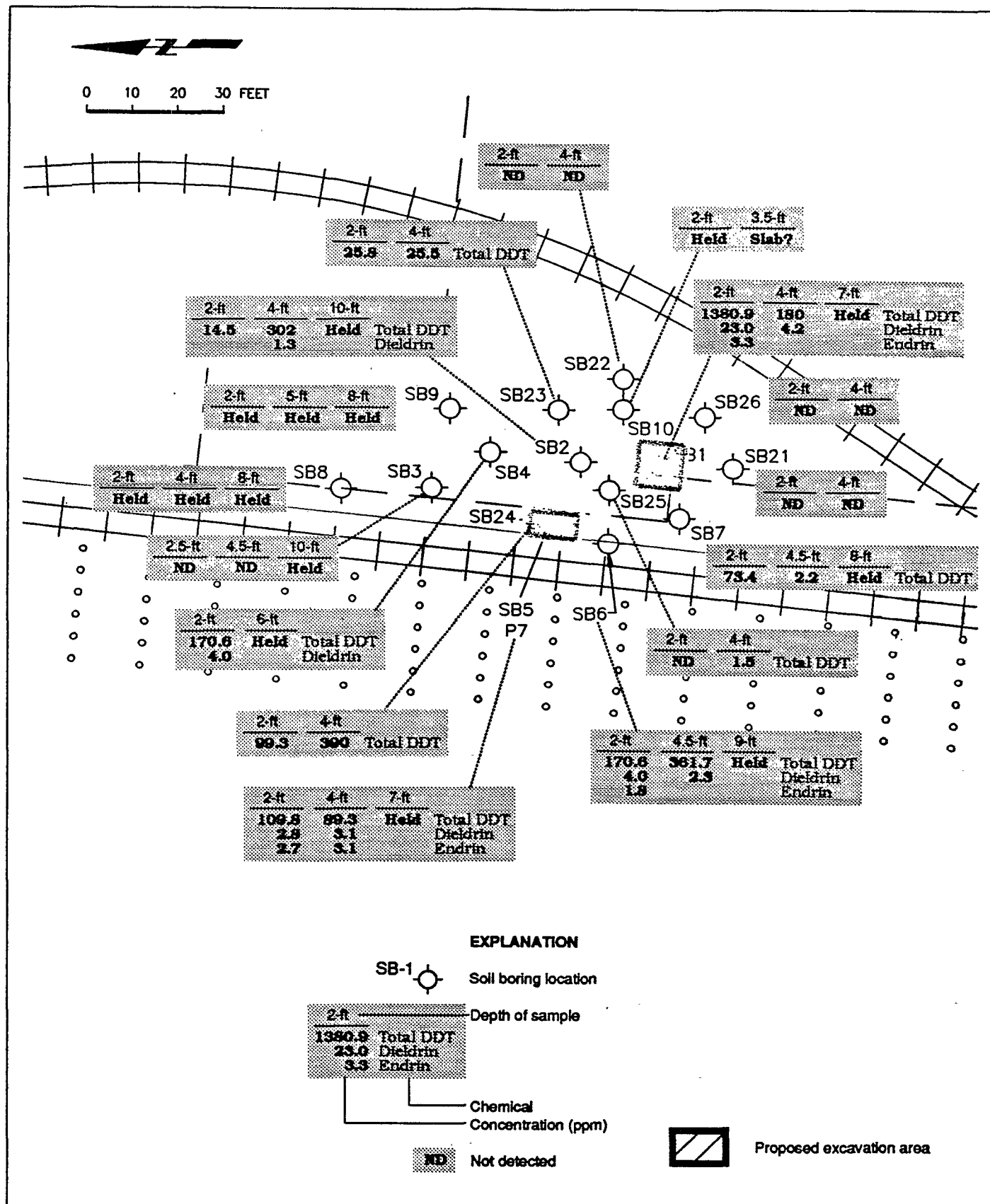


Figure 3 : PROPOSED SOIL EXCAVATION NEAR FORMER UNITED HECKATHORN BUILDING

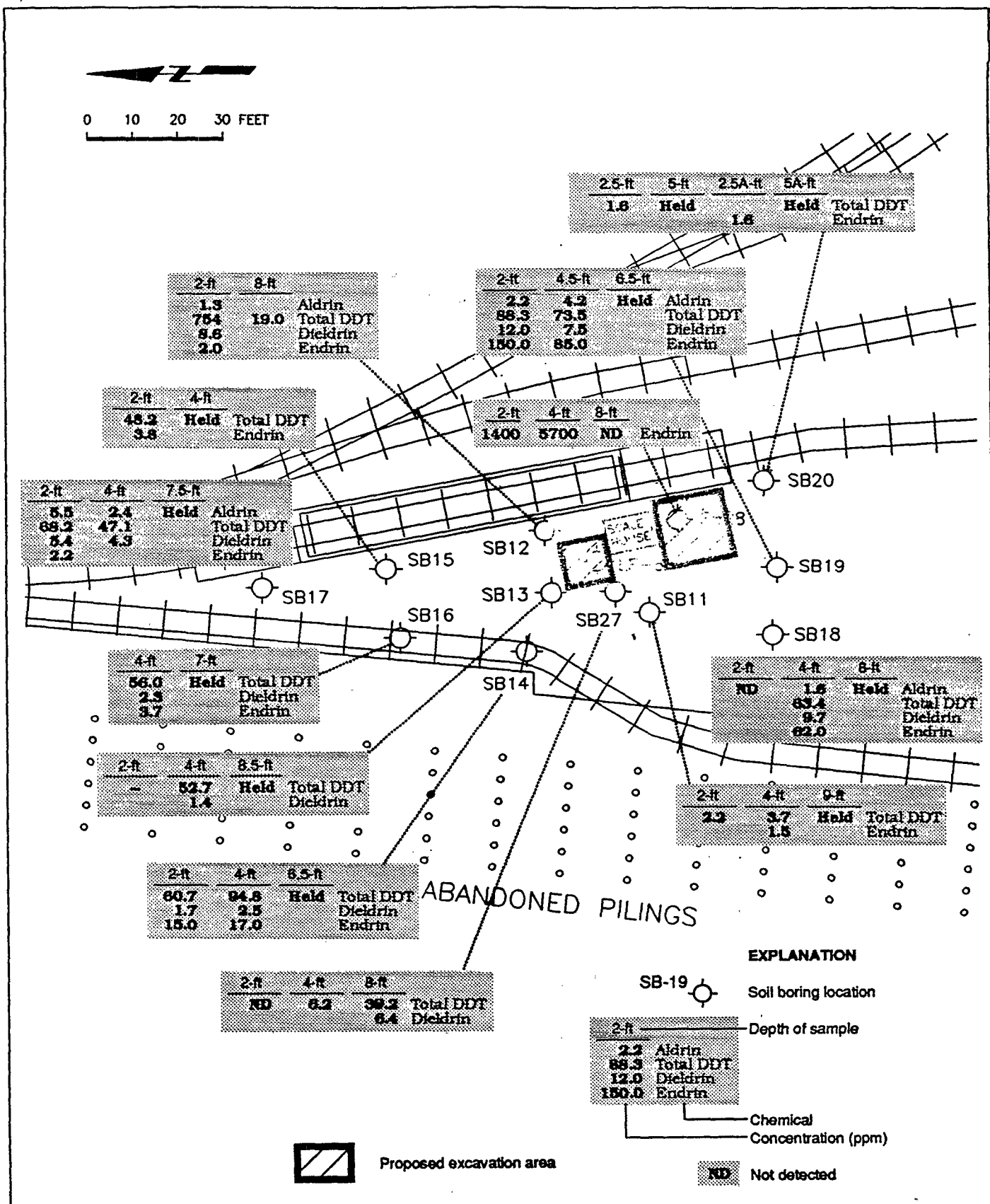


Figure 2 : PROPOSED SOIL EXCAVATION NEAR TRAIN SCALE

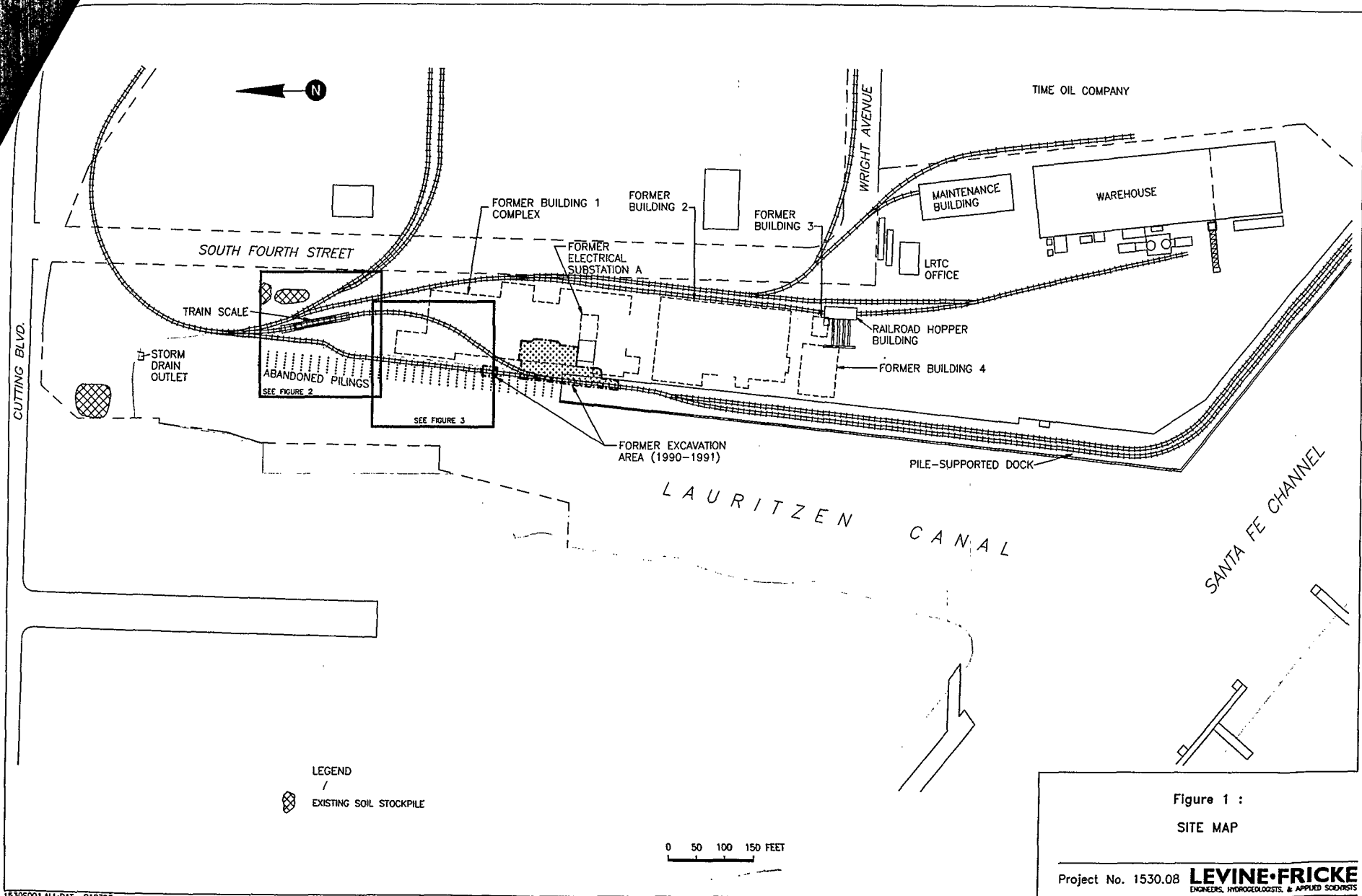


Figure 1 :
SITE MAP